

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT				1. CONTRACT ID CODE J		PAGE OF PAGES 1 10	
2. AMENDMENT/MODIFICATION NO. 0001		3. EFFECTIVE DATE 20-Apr-2004		4. REQUISITION/PURCHASE REQ. NO.		5. PROJECT NO.(If applicable) W912EQ-04-B-0008	
6. ISSUED BY US ARMY ENGINEER DISTRICT, MEMPHIS 167 N MAIN STREET B202 MEMPHIS TN 38103-1894		CODE W912EQ		7. ADMINISTERED BY (If other than item 6) See Item 6		CODE	
8. NAME AND ADDRESS OF CONTRACTOR (No., Street, County, State and Zip Code)				X		9A. AMENDMENT OF SOLICITATION NO. W912EQ-04-B-0008	
				X		9B. DATED (SEE ITEM 11) 26-Mar-2004	
						10A. MOD. OF CONTRACT/ORDER NO.	
						10B. DATED (SEE ITEM 13)	
CODE		FACILITY CODE					
11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS							
<input checked="" type="checkbox"/> The above numbered solicitation is amended as set forth in Item 14. The hour and date specified for receipt of Offer <input type="checkbox"/> is extended, <input checked="" type="checkbox"/> is not extended. Offer must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended by one of the following methods: (a) By completing Items 8 and 15, and returning <u>1</u> copies of the amendment; (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or (c) By separate letter or telegram which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment you desire to change an offer already submitted, such change may be made by telegram or letter, provided each telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.							
12. ACCOUNTING AND APPROPRIATION DATA (If required)							
13. THIS ITEM APPLIES ONLY TO MODIFICATIONS OF CONTRACTS/ORDERS. IT MODIFIES THE CONTRACT/ORDER NO. AS DESCRIBED IN ITEM 14.							
A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A.							
B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation date, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(B).							
C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF:							
D. OTHER (Specify type of modification and authority)							
E. IMPORTANT: Contractor <input type="checkbox"/> is not, <input type="checkbox"/> is required to sign this document and return _____ copies to the issuing office.							
14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation/contract subject matter where feasible.) This solicitation for Grand Prairie Pumping Station, scheduled to open at 18 May 2004 at 2:30pm, is amended as follows: The "00100" at the bottom of each page is hereby deleted. All bidders should use Block 17 of the SF 1442 to list the total amount of their bid.							
Except as provided herein, all terms and conditions of the document referenced in Item 9A or 10A, as heretofore changed, remains unchanged and in full force and effect.							
15A. NAME AND TITLE OF SIGNER (Type or print)				16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print)			
				TEL: _____ EMAIL: _____			
15B. CONTRACTOR/OFFEROR _____ (Signature of person authorized to sign)		15C. DATE SIGNED		16B. UNITED STATES OF AMERICA BY _____ (Signature of Contracting Officer)		16C. DATE SIGNED 20-Apr-2004	

SECTION SF 30 BLOCK 14 CONTINUATION PAGE

SUMMARY OF CHANGES

SECTION 00010 - SOLICITATION CONTRACT FORM

The following have been added by full text:

NOTE: QUANTITY ESTIMATES

Estimates of quantities involved in certain items of work for which bids are being solicited on a lump sum or job basis have been made for the use of the Government. Copies of these quantity estimates may be obtained from the U S Army Engineer District Memphis, 167 North Main Street, Room 762, Memphis, Tennessee 38103-1894, telephone 901/544-3236, or visit our website at <http://www.mvm.usace.army.mil/>

It is to be expressly understood that the accuracy of these estimates is in no way warranted and that the furnishing of this information to a bidder will not relieve him of his responsibility to estimate the quantities involved. It is further to be expressly understood that in no case will such estimate be used as a basis of claim against the Government.

QUESTIONS AND ANSWERS

Grand Prairie Pumping Station
W912E-04-B-0008

Questions from Luhr Bros., Inc. (4/8/2004)

Q1. Section 02714-1.4

The first sentence states, "all permanent work under this contract shall be carried on in areas free of water" – Is the contractor required to dewater the inlet channel during the excavation?

A1. No. Dewatering will not be required for the inlet channel construction

Q2. Will the Government please provide their lump sum quantity takeoff for each bid item?

A2. Estimates of quantities involved in certain items of work for which bids are being solicited on a lump sum or job basis have been made for the use of the Government. Copies of these quantity estimates may be obtained from the U S Army Engineer District Memphis, 167 North Main Street, Room 762, Memphis, Tennessee 38103-1894, telephone 901/544-3236, or visit our website at <http://www.mvm.usace.army.mil/> It is to be expressly understood that the accuracy of these estimates is in no way warranted and that the furnishing of this information to a bidder will not relieve him of his responsibility to estimate the quantities involved. It is further to be expressly understood that in no case will such estimate be used as a basis of claim against the Government.

Q3. Section 00100-18

The Stormwater Pollution Prevention Plan is not provided as mentioned at the end of the Special Contract Requirements.

A3. The Stormwater Prevention Plan and the Safety Sign referenced in Section 00800 are attached at the end of the Technical Specifications, Section 16904.

Q4. Contract Plans

- a. The following borings are shown on Drawing C50, but boring logs are not provided.

3EAPSU-94

13EAPST-95

12EAPST-95

2EAPSU-94

Please provide the logs.

A4a. See Drawing C503.

- b. The information provided for borings 1-EAPSG-95 to 11-EAPSG in the inlet channel do not extend to the required excavation depths. Were these borings terminated at the depths shown or do you have additional information?

A4b. Yes, the borings terminated at the depth shown on the drawings.

Q5. Inlet Channel Excavation

Would the Government be willing to review and approve an acceptable plan to remove the required excavation below the existing White River flowline by use of a hydraulic dredge? Regulatory comments?

A5. At this time, the Government will not review any plan to remove the required excavation on the inlet channel by use of a hydraulic dredge.

Questions from Luhr Bros., Inc. (4/13/2004)

Q6. Please provide the Hydographs- daily stages for the period from October 1999 to the present.

A6. See Amendment #0001.

Q7. Drawing C010 – Are we correct in assuming the excess material embankment south of the inlet channel can be increased in acreage to the east to accommodate excess materials, if any?

A7. The contractor will be required to complete the embankment fill to the blue print (design) area as shown on the plans (drawings). Any additional excess material should fill the area available to the south before filling any area to the east; or, as otherwise directed by the Contracting Officer.

Q8. Section 01025 1.1(1)

The contract documents do not include Contract Clause 52.236-7004 – Payment for Mobilization and

Demobilization.

A8. The Contract Clause 52.236-7004 is added to Section 00700 with amendment #0001.

Questions from Jeff Myhre (4/13/2004)

Q9. Drawing C113, section A shows top of footing elevation as 196.00 and 5'0" footing depth for pipe thrust blocks. Drawing S1001 Elevation of the thrust block footing indicates a top of footing elevation of 196.00, and a bottom of footing elevation of 189.00, which conflicts with the 5'0" footing thickness dimension shown on C113 and S1003 elevation & section drawings. Drawing notes indicate that north & south are identical O.H.

Please confirm the bottom of footing elevation should be at elevation 191.00 & that the footing thickness is 5'0".

A9. See Amendment #0001.

Q10. Please refer to drawing sheets S202 through S206. On drawings S202 through S204 elevations shown and the corresponding dimension strings indicate a pump station superstructure height of 42.00'. However, the dimension string on S205 indicates the building height to be 43.00' & on S206 the corresponding dimension string totals 49.00'

Which is correct?

A10. See Amendment #0001.

SUMMARY OF TECHNICAL CHANGES

1. On Drawing S205, change dimension on bricks between elevation 223.34 and 216.0 to read 7'-4".
2. On Drawing S206, change dimension on bricks between elevation 223.34 and 216.0 to read 7'-4". Change dimension on bricks between elevation 212.67 and 206.0 to read 6'-8".
3. On Drawing S1001, change bottom elevation on thrust block footing to read "EL. 191.0" instead of "EL. 189.0".
4. In Section 02610 - STEEL PIPE MATERIALS AND ACCESSORIES, Paragraph 2.2.1, delete the last sentence and replace with the following: "Pipe and fittings shall be of one manufacturer, that has not less than four (4) years successful experience, manufacturing AWWA C200 pipe of 48" or greater. Manufacturer shall have previous experience in producing C200 pipe of the size required by these specifications."

End of Summary of Technical Changes

SECTION 00100 - INSTRUCTIONS TO BIDDERS

The following have been added by reference:

252.209-7002 Disclosure Of Ownership Or Control By A Foreign SEP 1994
Government

The following have been added by full text:

252.209-7002 DISCLOSURE OF OWNERSHIP OR CONTROL BY A FOREIGN GOVERNMENT (SEP 1994)

(a) Definitions. As used in this provision--

(1) "Entity controlled by a foreign government" means--

(i) Any domestic or foreign organization or corporation that is effectively owned or controlled by a foreign government; or

(ii) Any individual acting on behalf of a foreign government.

(2) "Effectively owned or controlled" means that a foreign government or any entity controlled by a foreign government has the power, either directly or indirectly, whether exercised or exercisable, to control or influence the election or appointment of the Offeror's officers, directors, partners, regents, trustees, or a majority of the Offeror's board of directors by means, e.g., ownership, contract, or operation of law.

(3) "Foreign government" means any governing body organized and existing under the laws of any country other than the United States and its possessions and trust territories and any agent or instrumentality of that government.

(4) "Proscribed information" means--

(i) Top Secret information;

(ii) Communications Security (COMSEC) information, except classified keys used to operate secure telephone unites (STU IIIs);

(iii) Restricted Data as defined in the U.S. Atomic Energy Act of 1954, as amended;

(iv) Special Access Program (SAP) information; or

(v) Sensitive Compartmental Information (SCI).

(b) Prohibition on award. No contract under a national security program may be awarded to a company owned by an entity controlled by a foreign government if that company requires access to proscribed information to perform the contract, unless the Secretary of Defense or designee has waived application of 10 U.S.C.2536(a).

(c) Disclosure.

The Offeror shall disclose any interest a foreign government has in the Offeror when that interest constitutes control by a foreign government as defined in this provision. If the Offeror is a subsidiary, it shall also disclose any reportable interest a foreign government has in any entity that owns or controls the subsidiary, including reportable interest concerning the Offeror's immediate parent, intermediate parents, and the ultimate parent. Use separate paper as needed, and provide the information in the following format:

Offeror's Point of Contact for Questions about Disclosure
(Name and Phone Number with Country Code, City Code and Area Code, as applicable)

Name and Address of Offeror

Name and Address of Entity
Controlled by a Foreign Government

Description of Interest, Ownership
Percentage, and Identification of
Foreign Government

(End of provision)

The following have been deleted:

CONDITIONS AND NOTICES

The following were previously included by reference and are now included by full text:

52.204-6 DATA UNIVERSAL NUMBERING SYSTEM (DUNS) NUMBER (OCT 2003)

(a) The offeror shall enter, in the block with its name and address on the cover page of its offer, the annotation "DUNS" or "DUNS+4" followed by the DUNS number or "DUNS+4" that identifies the offeror's name and address exactly as stated in the offer. The DUNS number is a nine-digit number assigned by Dun and Bradstreet, Inc. The DUNS+4 is the DUNS number plus a 4-character suffix that may be assigned at the discretion of the offeror to establish additional CCR records for identifying alternative Electronic Funds Transfer (EFT) accounts (see Subpart 32.11) for the same parent concern.

(b) If the offeror does not have a DUNS number, it should contact Dun and Bradstreet directly to obtain one.

(1) An offeror may obtain a DUNS number--

(i) If located within the United States, by calling Dun and Bradstreet at 1-866-705-5711 or via the Internet at <http://www.dnb.com>; or

(ii) If located outside the United States, by contacting the local Dun and Bradstreet office.

(2) The offeror should be prepared to provide the following information:

(i) Company legal business name.

(ii) Tradestyle, doing business, or other name by which your entity is commonly recognized.

(iii) Company physical street address, city, state and Zip Code.

(iv) Company mailing address, city, state and Zip Code (if separate from physical).

(v) Company telephone number.

(vi) Date the company was started.

(vii) Number of employees at your location.

(viii) Chief executive officer/key manager.

(ix) Line of business (industry).

(x) Company Headquarters name and address (reporting relationship within your entity).

(End of provision)

SECTION 00600 - REPRESENTATIONS AND CERTIFICATIONS

The following have been added by full text:

52.219-1 SMALL BUSINESS PROGRAM REPRESENTATIONS (APR 2002) - ALTERNATE I (APR 2002)

(a)(1) The North American Industry Classification System (NAICS) code for this acquisition is 237110.

(2) The small business size standard is \$28,500,000.00.

(3) The small business size standard for a concern which submits an offer in its own name, other than on a construction or service contract, but which proposes to furnish a product which it did not itself manufacture, is 500 employees.

(b) Representations. (1) The offeror represents as part of its offer that it () is, () is not a small business concern.

(2) (Complete only if the offeror represented itself as a small business concern in paragraph (b)(1) of this provision.) The offeror represents, for general statistical purposes, that it () is, () is not a small disadvantaged business concern as defined in 13 CFR 124.1002.

(3) (Complete only if the offeror represented itself as a small business concern in paragraph (b)(1) of this provision.) The offeror represents as part of its offer that it () is, () is not a women-owned small business concern.

(4) (Complete only if the offeror represented itself as a small business concern in paragraph (b)(1) of this provision.) The offeror represents as part of its offer that it () is, () is not a veteran-owned small business concern.

(5) (Complete only if the offeror represented itself as a veteran-owned small business concern in paragraph (b)(4) of this provision.) The offeror represents as part of its offer that it () is, () is not a service-disabled veteran-owned small business concern.

(6) [Complete only if the offeror represented itself as a small business concern in paragraph (b)(1) of this provision.] The offeror represents, as part of its offer, that--

(i) It () is, () is not a HUBZone small business concern listed, on the date of this representation, on the List of Qualified HUBZone Small Business Concerns maintained by the Small Business Administration, and no material change in ownership and control, principal office, or HUBZone employee percentage has occurred since it was certified by the Small Business Administration in accordance with 13 CFR part 126; and

(ii) It () is, () is not a joint venture that complies with the requirements of 13 CFR part 126, and the representation in paragraph (b)(6)(i) of this provision is accurate for the HUBZone small business concern or concerns that are participating in the joint venture. (The offeror shall enter the name or names of the HUBZone small business concern or concerns that are participating in the joint venture:_____.) Each HUBZone small business concern participating in the joint venture shall submit a separate signed copy of the HUBZone representation.

(7) (Complete if offeror represented itself as disadvantaged in paragraph (b)(2) of this provision.) The offeror shall check the category in which its ownership falls:

____ Black American.

____ Hispanic American.

____ Native American (American Indians, Eskimos, Aleuts, or Native Hawaiians).

____ Asian-Pacific American (persons with origins from Burma, Thailand, Malaysia, Indonesia, Singapore, Brunei, Japan, China, Taiwan, Laos, Cambodia (Kampuchea), Vietnam, Korea, The Philippines, U.S. Trust Territory of the Pacific Islands (Republic of Palau), Republic of the Marshall Islands, Federated States of Micronesia, the Commonwealth of the Northern Mariana Islands, Guam, Samoa, Macao, Hong Kong, Fiji, Tonga, Kiribati, Tuvalu, or Nauru).

____ Subcontinent Asian (Asian-Indian) American (persons with origins from India, Pakistan, Bangladesh, Sri Lanka, Bhutan, the Maldives Islands, or Nepal).

____ Individual/concern, other than one of the preceding.

(c) Definitions. As used in this provision--

Service-disabled veteran-owned small business concern--

(1) Means a small business concern--

(i) Not less than 51 percent of which is owned by one or more service-disabled veterans or, in the case of any publicly owned business, not less than 51 percent of the stock of which is owned by one or more service-disabled veterans; and

(ii) The management and daily business operations of which are controlled by one or more service-disabled veterans or, in the case of a veteran with permanent and severe disability, the spouse or permanent caregiver of such veteran.

(2) Service-disabled veteran means a veteran, as defined in 38 U.S.C. 101(2), with a disability that is service-connected, as defined in 38 U.S.C. 101(16).

"Small business concern," means a concern, including its affiliates, that is independently owned and operated, not dominant in the field of operation in which it is bidding on Government contracts, and qualified as a small business under the criteria in 13 CFR Part 121 and the size standard in paragraph (a) of this provision.

Veteran-owned small business concern means a small business concern--

(1) Not less than 51 percent of which is owned by one or more veterans (as defined at 38 U.S.C. 101(2)) or, in the case of any publicly owned business, not less than 51 percent of the stock of which is owned by one or more veterans; and

(2) The management and daily business operations of which are controlled by one or more veterans.

"Women-owned small business concern," means a small business concern --

(1) That is at least 51 percent owned by one or more women or, in the case of any publicly owned business, at least 51 percent of the stock of which is owned by one or more women; or

(2) Whose management and daily business operations are controlled by one or more women.

(d) Notice.

(1) If this solicitation is for supplies and has been set aside, in whole or in part, for small business concerns, then the clause in this solicitation providing notice of the set-aside contains restrictions on the source of the end items to be furnished.

(2) Under 15 U.S.C. 645(d), any person who misrepresents a firm's status as a small, HUBZone small, small disadvantaged, or women-owned small business concern in order to obtain a contract to be awarded under the preference programs established pursuant to section 8(a), 8(d), 9, or 15 of the Small Business Act or any other provision of Federal law that specifically references section 8(d) for a definition of program eligibility, shall--

(i) Be punished by imposition of fine, imprisonment, or both;

(ii) Be subject to administrative remedies, including suspension and debarment; and

(iii) Be ineligible for participation in programs conducted under the authority of the Act.

(End of provision)

The following have been deleted:

52.219-1	Small Business Program Representations	APR 2002
----------	--	----------

SECTION 00700 - CONTRACT CLAUSES

The following have been added by reference:

252.236-7004	Payment for Mobilization and Demobilization	DEC 1991
252.242-7000	Postaward Conference	DEC 1991

The following have been added by full text:

252.236-7004 PAYMENT FOR MOBILIZATION AND DEMOBILIZATION (DEC 1991)

(a) The Government will pay all costs for the mobilization and demobilization of all of the Contractor's plant and equipment at the contract lump sum price for this item.

(1) Sixty percent of the lump sum price upon completion of the contractor's mobilization at the work site.

(2) The remaining forty percent upon completion of demobilization.

(b) The Contracting Officer may require the Contractor to furnish cost data to justify this portion of the bid if the Contracting Officer believes that the percentages in paragraphs (a) (1) and (2) of this clause do not bear a reasonable relation to the cost of the work in this contract.

(1) Failure to justify such price to the satisfaction of the Contracting Officer will result in payment, as determined by the Contracting Officer, of --

(i) Actual mobilization costs at completion of mobilization;

(ii) Actual demobilization costs at completion of demobilization; and

(iii) The remainder of this item in the final payment under this contract.

(2) The Contracting Officer's determination of the actual costs in paragraph (b)(1) of this clause is not subject to appeal.

252.242-7000 POSTAWARD CONFERENCE (DEC 1991)

The Contractor agrees to attend any postaward conference convened by the contracting activity or contract administration office in accordance with Federal Acquisition Regulation subpart 42.5.

(End of clause)

The following have been deleted:

52.204-1	Approval of Contract	DEC 1989
52.204-1	Approval of Contract	DEC 1989
52.223-5	Pollution Prevention and Right-to-Know Information	AUG 2003
52.223-5	Pollution Prevention and Right-to-Know Information	AUG 2003
52.225-5	Trade Agreements	JAN 2004
52.225-5	Trade Agreements	JAN 2004
52.225-15	Santioned European Union Country End Products	FEB 2000
52.225-15	Santioned European Union Country End Products	FEB 2000

(End of Summary of Changes)